

Omid E. Khalifeh, SBN 267340  
Ariana Santoro, SBN 300767  
Louise Jillian Paris, SBN 347801  
**OMNI LEGAL GROUP**  
2029 Century Park E, Suite 438  
Los Angeles, California 90067  
Phone: 310.276.6664  
Facsimile: 310.305.1550  
omid@omnilg.com  
ariana@omnilg.com  
jillian@omnilg.com

*Attorneys for Plaintiff Jobiak LLC*

Xinlin Li Morrow (State Bar No. 281707)  
xinlin@moni.law  
**Morrow Ni LLP**  
3333 Michelson Drive, Suite 300  
Irvine, CA 92612  
Telephone: (213) 282-8166

*Attorneys for Defendant  
Botmakers LLC*

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JOBIAK, LLC., a Delaware  
Limited Liability Company;

Plaintiff,

vs.

BOTMAKERS LLC, d.b.a. TARTA.AI,  
a Delaware Limited Liability  
Company

Defendant.

Case No. 2:23-cv-08604-MEMF(MBKx)

**The Honorable Maame Ewusi-Mensah  
Frimpong**

**The Honorable Michael B. Kaufman**

**STIPULATED PROTECTIVE ORDER**

1 I. GENERAL

2 1.1. Purposes and Limitations. Discovery in this action is likely to involve production  
3 of confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated  
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
7 all disclosures or responses to discovery and that the protection it affords from public disclosure  
8 and use extends only to the limited information or items that are entitled to confidential treatment  
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,  
10 below, that this Stipulated Protective Order does not entitle them to file confidential information  
11 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
12 standards that will be applied when a party seeks permission from the court to file material under  
13 seal.

1           1.2.     Good Cause Statement. Plaintiff and Defendants are competitors in the same  
2 industry. This action is likely to involve trade secrets, customer and pricing lists and other  
3 valuable research, development, commercial, financial, technical and/or proprietary information  
4 for which special protection from public disclosure and from use for any purpose other than  
5 prosecution of this action is warranted. Such confidential and proprietary materials and  
6 information consist of, among other things, confidential business or financial information,  
7 information regarding confidential business practices, or other confidential research, development,  
8 or commercial information (including information implicating privacy rights of third parties),  
9 information otherwise generally unavailable to the public, or which may be privileged or  
10 otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or  
11 common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
12 of disputes over confidentiality of discovery materials, to adequately protect information the  
13 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable  
14 necessary uses of such material in preparation for and in the conduct of trial, to address their  
15 handling at the end of the litigation, and serve the ends of justice, a protective order for such  
16 information is justified in this matter. It is the intent of the parties that information will not be  
17 designated as confidential for tactical reasons and that nothing be so designated without a good  
18 faith belief that it has been maintained in a confidential, non-public manner, and there is good  
19 cause why it should not be part of the public record of this case.

20           1.3.     Further, the parties believe there is good cause to designate two levels of  
21 confidential information, “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY,” given that Plaintiff and Defendants are competitors in the same  
23 industry, and disclosure of certain sensitive business, financial, or strategic materials beyond  
24 counsel may result in competitive harm.

25           II. DEFINITIONS

26           2.1.     Action: this pending federal lawsuit.  
27  
28

1           2.2.    Challenging Party: a Party or Non-Party that challenges the designation of  
2 information or items under this Order.

3           2.3.    “CONFIDENTIAL” Information or Items: information (regardless of how it is  
4 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
5 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

6           2.4.    Counsel: Outside Counsel of Record.

7           2.5.    Designating Party: a Party or Non-Party that designates information or items that it  
8 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

10          2.6.    Disclosure or Discovery Material: all items or information, regardless of the  
11 medium or manner in which it is generated, stored, or maintained (including, among other things,  
12 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
13 responses to discovery in this matter.

14          2.7.    Expert: a person with specialized knowledge or experience in a matter pertinent to  
15 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
16 consultant in this Action.

17          2.8.    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
18 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another  
19 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by  
20 less restrictive means.

21          2.9.    House Counsel: attorneys who are employees of a party to this Action. House  
22 Counsel does not include Outside Counsel of Record or any other outside counsel.

23          2.10.   Non-Party: any natural person, partnership, corporation, association, or other legal  
24 entity not named as a Party to this Action.

25          2.11.   Outside Counsel of Record: attorneys who are not employees of a party to this  
26 Action but are retained to represent or advise a party to this Action and have appeared in this  
27 Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that  
28 party, including support staff.

1           2.12. Party: any party to this Action, including all of its officers, directors, employees,  
2 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

3           2.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
4 Material in this Action.

5           2.14. Professional Vendors: persons or entities that provide litigation support services  
6 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
7 organizing, storing, or retrieving data in any form or medium) and their employees and  
8 subcontractors.

9           2.15. Protected Material: any Disclosure or Discovery Material that is designated as  
10 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

11           2.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
12 Producing Party.

13           III. SCOPE

14           The protections conferred by this Stipulation and Order cover not only Protected Material  
15 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
16 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
17 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

18           Any use of Protected Material at trial shall be governed by the orders of the trial judge.  
19 This Order does not govern the use of Protected Material at trial.  
20

21           IV. DURATION

22           Once a case proceeds to trial, all of the court-filed information to be introduced that was  
23 previously designated as confidential or maintained pursuant to this protective order becomes  
24 public and will be presumptively available to all members of the public, including the press,  
25 unless compelling reasons supported by specific factual findings to proceed otherwise are made to  
26 the trial judge in advance of the trial. *See Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172,  
27 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in  
28 discovery from “compelling reasons” standard when merits-related documents are part of court

1 record). Accordingly, the terms of this protective order do not extend beyond the commencement  
2 of the trial.

3  
4 V. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
6 or Non-Party that designates information or items for protection under this Order must take care to  
7 limit any such designation to specific material that qualifies under the appropriate standards.  
8 Designating Party must designate for protection only those parts of material, documents, items, or  
9 oral or written communications that qualify so that other portions of the material, documents,  
10 items, or communications for which protection is not warranted are not swept unjustifiably within  
11 the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
13 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
14 unnecessarily encumber the case development process or to impose unnecessary expenses and  
15 burdens on other parties) may expose the Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it designated  
17 for protection do not qualify for protection at all or do not qualify for the level of protection  
18 initially asserted, that Designating Party must promptly notify all other Parties that it is  
19 withdrawing the inapplicable designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
21 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
22 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents, but  
26 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
27 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
28 ONLY" to each page that contains protected material. If only a portion or portions of the material

1 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each  
3 portion, the level of protection being asserted.

4 A Party or Non-Party that makes original documents available for inspection need not  
5 designate them for protection until after the inspecting Party has indicated which document it  
6 would like copied and produced. During the inspection and before the designation, all of the  
7 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
9 copied and produced, the Producing Party must determine which documents, or portions thereof,  
10 qualify for protection under this Order. Then, before producing the specified documents, the  
11 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains Protected Material.  
13 If only a portion or portions of the material on a page qualifies for protection, the Producing Party  
14 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
15 margins) and must specify, for each portion, the level of protection being asserted.

16 (b) for testimony given in depositions that the Designating Party identify the Disclosure or  
17 Discovery Material on the record, before the close of the deposition.

18 (c) for information produced in some form other than documentary and for any other  
19 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
20 or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of the  
22 information warrants protection, the Producing Party, to the extent practicable, shall identify the  
23 protected portion(s) and specify the level of protection being asserted.

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
25 designate qualified information or items does not, standing alone, waive the Designating Party’s  
26 right to secure protection under this Order for such material. Upon timely correction of a  
27 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
28 in accordance with the provisions of this Order.

1 VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
3 confidentiality at any time that is consistent with the Court's Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
5 process under Local Rule 37-1, et seq., as modified by Judge Kaufman's Procedures. *See*  
6 <https://www.cacd.uscourts.gov/honorable-michael-b-kaufman>. Any discovery motion must strictly  
7 comply with these procedures.

8 6.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the  
9 Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass  
10 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party  
11 to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality  
12 designation, all parties shall continue to afford the material in question the level of protection to  
13 which it is entitled under the Producing Party's designation until the Court rules on the challenge.

14 VII. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
16 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,  
17 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to  
18 the categories of persons and under the conditions described in this Order. When the Action has  
19 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a location and in  
22 a secure manner that ensures that access is limited to the persons authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
24 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
25 information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees  
27 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
28



1 for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
3 Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
5 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement  
6 to Be Bound” (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom  
10 disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and  
11 Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a custodian or other  
13 person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom  
15 disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign  
16 the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
17 information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
18 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed  
19 deposition testimony or exhibits to depositions that reveal Protected Material may be separately  
20 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
21 Stipulated Protective Order; and

22 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed  
23 upon by any of the parties engaged in settlement discussions.

24 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
25 or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
26 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees

1 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
2 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is  
3 attached hereto as Exhibit A;

4 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this  
5 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
6 and (3) as to whom the procedures set forth in paragraph 7.4(a), below, have been followed;

7 (c) the Court and its personnel;

8 (d) court reporters and their staff, professional jury or trial consultants, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

11 (e) the author or recipient of a document containing the information or a custodian or other  
12 person who otherwise possessed or knew the information.

13 VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
14 OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation that compels  
16 disclosure of any information or items designated in this Action as “CONFIDENTIAL” or  
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification shall include a copy  
19 of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
21 other litigation that some or all of the material covered by the subpoena or order is subject to this  
22 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
24 Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with the  
26 subpoena or court order shall not produce any information designated in this Action as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a  
28

1 determination by the court from which the subpoena or order issued, unless the Party has obtained  
2 the Designating Party's permission. The Designating Party shall bear the burden and expense of  
3 seeking protection in that court of its confidential material – and nothing in these provisions  
4 should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a  
5 lawful directive from another court.

6  
7 IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
8 LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-Party in  
10 this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
11 ATTORNEYS' EYES ONLY". Such information produced by Non-Parties in connection with  
12 this litigation is protected by the remedies and relief provided by this Order. Nothing in these  
13 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
15 Party's confidential information in its possession, and the Party is subject to an agreement with the  
16 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

- 17 1. promptly notify in writing the Requesting Party and the Non-Party that  
18 some or all of the information requested is subject to a confidentiality agreement with a Non-  
19 Party;
- 20 2. promptly provide the Non-Party with a copy of the Stipulated Protective  
21 Order in this Action, the relevant discovery request(s), and a reasonably specific description of the  
22 information requested; and
- 23 3. make the information requested available for inspection by the Non-Party,  
24 if requested.

25 (c) If the Non-Party fails to seek a protective order from this Court within 14 days of  
26 receiving the notice and accompanying information, the Receiving Party may produce the Non-  
27 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks  
28 a protective order, the Receiving Party shall not produce any information in its possession or

1 control that is subject to the confidentiality agreement with the Non-Party before a determination  
2 by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
3 expense of seeking protection in this Court of its Protected Material.

4  
5 X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
7 Material to any person or in any circumstance not authorized under this Stipulated Protective  
8 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
9 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
10 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
11 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and  
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
14 MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
16 produced material is subject to a claim of privilege or other protection, the obligations of the  
17 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
18 provision is not intended to modify whatever procedure may be established in an e-discovery  
19 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
20 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
21 communication or information covered by the attorney-client privilege or work product  
22 protection, the parties may incorporate their agreement in the stipulated protective order submitted  
23 to the Court.

24 XII. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
26 seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
28

1 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
2 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
3 Party waives any right to object on any ground to use in evidence of any of the material covered  
4 by this Protective Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
6 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal  
7 pursuant to a court order authorizing the sealing of the specific Protected Material at issue; good  
8 cause must be shown in the request to file under seal. If a Party's request to file Protected Material  
9 under seal is denied by the Court, then the Receiving Party may file the information in the public  
10 record unless otherwise instructed by the Court.

11 XIII. FINAL DISPOSITION

12 After the final disposition of this Action, within 60 days of a written request by the  
13 Designating Party, each Receiving Party must return all Protected Material to the Producing Party  
14 or destroy such material. As used in this subdivision, "all Protected Material" includes all copies,  
15 abstracts, compilations, summaries, and any other format reproducing or capturing any of the  
16 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
17 must submit a written certification to the Producing Party (and, if not the same person or entity, to  
18 the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate)  
19 all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party  
20 has not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
21 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
23 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
24 product, and consultant and expert work product, even if such materials contain Protected  
25 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
26 this Protective Order as set forth in Section 4 (DURATION).

XIV. VIOLATION OF ORDER

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 15, 2025

**OMNI LEGAL GROUP**

By: /s/ Omid E. Khalifeh  
Omid E. Khalifeh

*Attorneys for Plaintiff*

DATED: May 23, 2025

**MORROW NI LLP**

By: /s/ Xinlin Li Morrow  
Xinlin Li Morrow

*Attorneys for Defendant*

**IT IS SO ORDERED.**

DATED: May 27, 2025

  
MICHAEL B. KAUFMAN  
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read  
in its entirety and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on [date] in the case of \_\_\_\_\_ **[insert  
formal name of the case and the number and initials assigned to it by the court]**. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order and I understand  
and acknowledge that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any information or  
item that is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this Action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this Action or any proceedings  
related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]